

CRAVATH, SWAINE & MOORE

ONE CHASE MANHATTAN PLAZA

NEW YORK, N.Y. 10005

212 HANOVER 2-3000

TELEX

RCA 233663

WUD 125547

WUI 620976

9-061A091

Date MAR 02 1979

Fee \$ 10.00

CC Washington, D. C.

RECORDATION NO. 9644-~~14~~ Filed 1425

MAR 2 1979 - 2 10 PM

INTERSTATE COMMERCE COMMISSION

COUNSEL

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FRANK H. DETWEILER
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ROBERT D. JOFFE
ROBERT F. MULLEN
ALLEN FINKELSON
RONALD S. ROLFE
JOSEPH R. SAHID
PAUL C. SAUNDERS
MARTIN L. SENZEL
DOUGLAS D. BROADWATER
ALAN C. STEPHENSON

February 28, 1979

Amendment Agreement Dated as of December 20, 1978,
Amending Lease Filed Under Recordation No. 9644
and Supplemental Indenture Filed
Under Recordation No. 9644-B

also stated a party

Dear Sir:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of Pennzoil Company for filing and recordation counterparts of the following document:

Amendment Agreement Number One dated as of December 20, 1978, among Pennzoil Company, First Security Bank of Utah, N.A., as owner trustee, and United States Trust Company of New York, as trustee.

The Amendment Agreement amends an Equipment Lease, dated as of March 21, 1978, previously filed and recorded with the Interstate Commerce Act on August 16, 1978, at 1:50 p.m., Recordation Number 9644, and a Supplemental Indenture, dated as of March 21, 1978, previously filed and recorded as aforesaid on August 16, 1978, at 1:50 p.m., Recordation Number 9644-B.

Please file and record the Amendment Agreement and assign it Recordation Number 9644-C.

Enclosed is a check for \$10 payable to the Interstate Commerce Commission, for the recordation fee for the

Copy of Recordation

Amendment Agreement.

Please stamp all counterparts of the enclosed document and the attached copies of this transmittal letter with your official recording stamp. You will wish to retain one copy of the instrument and the original of this transmittal letter for your files. It is requested that the remaining counterparts of the document and the copies of this transmittal letter be delivered to the bearer of this letter.

Very truly yours,



David C. Spialter,
as Agent for
Pennzoil Company

H. G. Homme, Esq.,
Secretary,
Interstate Commerce Commission,
Washington, D. C. 20423

Encls.

55A

RECORDATION NO. 9644 Filed 1425

MAR 2 1979 -2 10 PM
INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT NUMBER ONE

TO

PENNZOIL COMPANY

(1978) EQUIPMENT TRUST NO. 1

(Documents dated as of
March 21, 1978)

THIS AMENDMENT AGREEMENT NUMBER ONE is entered into as of
December 20, 1978, by and among the undersigned.

R E C I T A L S

A. The parties hereto have entered into an equipment lease financing transaction as more particularly set forth herein, and in connection therewith have executed various instruments and agreements; and

B. The parties hereto now desire to change certain aspects of said transaction.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and agreements set forth herein, the parties hereto hereby agree as follows:

1. Definitions

1.1 Parties

(a) Owner Trustee: First Security Bank of Utah, N.A., not in its individual capacity, but solely as trustee under a Master Trust Agreement dated as of October 1, 1976.

- (b) Lessee: Pennzoil Company
- (c) Beneficiary: Republic National Leasing Corporation
- (d) Interim Lender: Lease Investments Trust
- (e) Long-Term Lenders: State Mutual Life Assurance Company of America
American United Life Insurance Company
- (f) Trustee: United States Trust Company of New York
- (g) Agent or Trustor: Itel Corporation, Equipment Finance Division, as successor in interest to Itel Capital Services Corporation

1.2 Agreements

- (a) Participation Agreement: Participation Agreement dated as of March 21, 1978 by and among the Owner Trustee as Lessor, Trustee, Beneficiary, Interim Lender, Long-Term Lenders and Lessee.
- (b) Trust Agreement: Trust Agreement dated as of October 1, 1976 by and among the Owner Trustee and Agent.
- (c) Trust Indenture: Trust Indenture dated as of October 1, 1976 by and between the Owner Trustee and the Trustee.
- (d) Supplemental Indenture: Supplemental Indenture dated as of March 21, 1978 by and between the Owner Trustee and the Trustee.
- (e) Lease: Equipment Lease dated as of March 21, 1978 by and between the Owner Trustee, as Lessor, and Lessee.

2. Amendments to the Participation Agreement

The Participation Agreement is hereby amended as follows:

- 2.1 The caption "Cut-Off Date" in Exhibit B to the Participation Agreement, page 1, is hereby amended to read as follows:

Cut-Off Date: March 14, 1979

- 2.2 The caption "Take-Out Date" in Exhibit B to the Participation Agreement, page 3, is hereby amended to read as follows:

Take - Out Date: March 15, 1979

3. Amendments to the Lease

The Lease is hereby amended as follows:

- 3.1 The caption "Basic Rent Dates" in Exhibit C to the Equipment Lease, page 1, is hereby amended to read as follows:

Basic Rent Dates: The fifteenth day of March and September in each year

- 3.2 The caption "Final Delivery Date" in Exhibit C to the Equipment Lease, page 1, is hereby amended to read as follows:

Final Delivery Date: March 14, 1979

- 3.3 The caption "Interim Rent Date" in Exhibit C to Equipment Lease, page 1, is hereby amended to read as follows:

Interim Rent Date: March 15, 1979

- 3.4 The caption "First Basic Rent Date" in Exhibit C to the Equipment Lease, page 1, is hereby amended to read as follows:

First Basic Rent Date: September 15, 1979

- 3.5 The caption "Last Basic Rent Date" in Exhibit C to the Equipment Lease, page 1, is hereby amended to read as follows:

Last Basic Rent Date: March 15, 1999

- 3.6 The caption "Termination Date" in Exhibit C to the Equipment Lease, page 2, is hereby amended to read as follows:

Termination Date: March 15, 1994

- 3.7 The caption "Basic Lease Rate Factor" in Exhibit C to the Equipment Lease, page 2, is hereby amended to read as follows:

Basic Lease	Basic Rent Payment	
<u>Rate Factor:</u>	Nos. 1-30	5.1370%
	Nos. 31-40	3.3000%

- 3.8 Exhibit D to the Equipment Lease is deleted in its entirety and replaced with Annex 1, pages 1 and 2, attached hereto.

4. Amendments to the Supplemental Indenture

The Supplemental Indenture is hereby amended as follows:

- 4.1 The caption "Interest Payment Dates" in Exhibit A to the Supplemental Indenture, page 2, is hereby amended to read as follows:

Interest Payment	March 15 and September 15 of
<u>Dates:</u>	each year

- 4.2 The caption "Principal Payment Dates" in Exhibit A to the Supplemental Indenture, page 2, is hereby amended to read as follows:

Principal Payment	March 15 and September 15 of
<u>Dates:</u>	each year

- 4.3 The caption "Long-Term Debt Rate Commencement Date" in Exhibit A to the Supplemental Indenture, page 2, is hereby amended to read as follows:

Long-Term Debt Rate	
<u>Commencement Date:</u>	March 15, 1979

- 4.4 The caption "First Interest Payment Date" in Exhibit A to the Supplemental Indenture, page 2, is hereby amended to read as follows:

First Interest	
<u>Payment Date:</u>	March 15, 1979

- 4.5 The caption "First Principal Payment Date" in Exhibit A to the Supplemental Indenture, page 2, is hereby amended to read as follows:

First Principal	
<u>Payment Date:</u>	September 15, 1979

- 4.6 The caption "Last Principal Payment Date" in Exhibit A to the Supplemental Indenture, page 2, is hereby amended to read as follows:

Last Principal
Payment Date: March 15, 1994

- 4.7 The caption "Modifications of Provisions of Indenture" in Exhibit A to the Supplemental Indenture, page 2, is hereby amended by adding the following:

(P) For purposes of each Supplement, notwithstanding the provisions of Section 2.01 of the Supplemental Indenture, payments on Notes of these Series shall not be level consecutive payments of principal and interest, but rather, for each \$1,000,000 of principal amount of such Notes, payments of principal and interest shall be as follows:

	<u>Series 1</u>
Payment Nos. 1-29:	\$62,297.50
Payment No. 30	\$62,294.70

- 4.8 Upon execution and delivery of this Amendment, the Interim Lender shall imprint on the first page of the Note heretofore delivered to it pursuant to the Supplemental Indenture the following legend:

"THE TERMS OF THIS NOTE HAVE BEEN MODIFIED BY AN AMENDMENT AGREEMENT NUMBER ONE, DATED AS OF DECEMBER 20, 1978, A COPY OF WHICH IS ATTACHED HERETO."

Interim Lender will attach this Amendment to the Note.

5. Effective Date

- 5.1 This Amendment is effected upon execution hereof.

6. Remainder of Agreements

6.1 Except as amended hereby, the Lease, Supplemental Indenture, Trust Indenture, Trust Agreement and Participation Agreement shall remain unaltered and in full force and effect in all other respects.

7. Counterparts

7.1 This amendment may be executed or consented to in counterparts and it shall not be necessary for each party to execute the same counterpart so long as each party shall execute one counterpart which shall be delivered to the other parties hereto.

THIS AMENDMENT AGREEMENT NUMBER ONE is executed on the dates indicated below.

PENNZOIL COMPANY,
as Lessee

Jan. 11, 1979

By H B Monday

FIRST SECURITY BANK OF UTAH, N.A.,
not in its individual capacity, but
solely as Owner Trustee under a
Master Trust Agreement dated as of
October 1, 1976 between the Owner
Trustee and Itel Capital Services
Corporation, as Lessor

_____, 19____

BY _____
(Authorized Officer)

The undersigned hereby consents to the foregoing amendment, and
by execution below authorizes and directs the Owner Trustee to execute the
same.

REPUBLIC NATIONAL LEASING CORPORATION
as Beneficiary

_____, 19____

BY _____
(Authorized Officer)

UNITED STATES TRUST COMPANY OF
NEW YORK, as Trustee under a Trust
Indenture dated as of October 1,
1976 between the Owner Trustee and
the Trustee,

_____, 19__

By _____
(Vice President)

The undersigned hereby consent the foregoing amendment, and by
execution below authorize and direct the Trustee to execute the same.

LEASE INVESTMENTS TRUST,
as Interim Lender

_____, 19__

By _____

STATE MUTUAL LIFE ASSURANCE
COMPANY OF AMERICA,
as Long-Term Lender

_____, 19__

By _____

AMERICAN UNITED LIFE
INSURANCE COMPANY,
as Long-Term Lender

_____, 19__

By _____

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On the ____ day of _____, 19__, before me personally came MALCOLM J. HOOD, to me known, who being by me duly sworn, says that he is a Vice President of UNITED STATES TRUST COMPANY OF NEW YORK, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that one of the seals affixed to the foregoing instrument is the seal of said corporation; that it was so affixed by authority of the By-Laws of said corporation, and that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARY SEAL]

STATE OF UTAH)
 : ss.:
COUNTY OF SALT LAKE)

On the ____ day of _____, 19__, personally appeared before me WILLIAM C. MCGREGOR, who being by me duly sworn, did say, that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, N.A., that one of the seals affixed to the foregoing instrument is the seal of said national banking association, that said instrument was signed and sealed in behalf of said national banking association by authority of its by-laws and by resolution of its board of directors, and said WILLIAM C. MCGREGOR acknowledged to me that the execution of the foregoing instrument was the free act and deed of said national banking association.

Notary Public

[NOTARY SEAL]

STATE OF TEXAS)
 : ss.:
COUNTY OF HARRIS)

On the 11 day of JANUARY, 1979, personally appeared before me H. B. MONDAY, to me personally known, who, being by me duly sworn, says that he is Asst. Treasurer of PENNZOIL COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged to me that the execution of the foregoing instrument was the free act and deed of said corporation.

Walter D. Ellis
Notary Public
WALTER D. ELLIS
Notary Public in and for Harris County, Texas
My Commission Expires 8-22-79

[NOTARY SEAL]

ANNEX I

EXHIBIT D
Group 1 Equipment

The Casualty Value, if any, of each Item of Leased Equipment shall be the percentage of Lessor's Cost of such Item set forth opposite the applicable rent payment:

<u>Interim Rent Date and Rent Payment Number</u>	<u>Casualty Value (a)</u>
1979	
0	109.0403
1	109.0633
1980	
2	108.8556
3	108.4613
1981	
4	107.8660
5	107.1050
1982	
6	106.1577
7	105.0510
1983	
8	103.7663
9	102.3321
1984	
10	100.7280
11	98.9775
1985	
12	97.0694
13	95.0222
1986	
14	92.8283
15	90.5034
1987	
16	88.0435
17	85.4614
1988	
18	82.7572
19	79.9403
1989	
20	77.0152
21	73.9879
1990	
22	70.8672
23	67.6560
1991	
24	64.3676
25	60.9994
1992	
26	57.5681
27	54.0628

ANNEX I

<u>Rent Payment Number</u>	<u>Casualty Value (a)</u>
1993	
28	50.5007
29	46.8657
1994	
30	43.1751
31	41.2324
1995	
32	39.2571
33	37.2161
1996	
34	35.1162
35	32.9416
1997	
36	30.7042
37	28.3860
1998	
38	26.0047
39	23.5385
1999	
40	20.0000

and thereafter

(a) In the event the Basic Lease Rate Factor is increased, pursuant to the tax indemnification provisions set forth in Section 15 of the Lease, Casualty Values and Termination Values, if any, shall be adjusted accordingly.

757

AMENDMENT AGREEMENT NUMBER ONE

TO

PENNZOIL COMPANY

(1978) EQUIPMENT TRUST NO. 1

(Documents dated as of
March 21, 1978)

THIS AMENDMENT AGREEMENT NUMBER ONE is entered into as of
December 20, 1978, by and among the undersigned.

R E C I T A L S

A. The parties hereto have entered into an equipment lease financing transaction as more particularly set forth herein, and in connection therewith have executed various instruments and agreements; and

B. The parties hereto now desire to change certain aspects of said transaction.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and agreements set forth herein, the parties hereto hereby agree as follows:

1. Definitions

1.1 Parties

- (a) Owner Trustee: First Security Bank of Utah, N.A., not in its individual capacity, but solely as trustee under a Master Trust Agreement dated as of October 1, 1976.

- (b) Lessee: Pennzoil Company
- (c) Beneficiary: Republic National Leasing Corporation
- (d) Interim Lender: Lease Investments Trust
- (e) Long-Term Lenders: State Mutual Life Assurance Company of America
American United Life Insurance Company
- (f) Trustee: United States Trust Company of New York
- (g) Agent or Trustor: Itel Corporation, Equipment Finance Division, as successor in interest to Itel Capital Services Corporation

1.2 Agreements

- (a) Participation Agreement: Participation Agreement dated as of March 21, 1978 by and among the Owner Trustee as Lessor, Trustee, Beneficiary, Interim Lender, Long-Term Lenders and Lessee.
- (b) Trust Agreement: Trust Agreement dated as of October 1, 1976 by and among the Owner Trustee and Agent.
- (c) Trust Indenture: Trust Indenture dated as of October 1, 1976 by and between the Owner Trustee and the Trustee.
- (d) Supplemental Indenture: Supplemental Indenture dated as of March 21, 1978 by and between the Owner Trustee and the Trustee.
- (e) Lease: Equipment Lease dated as of March 21, 1978 by and between the Owner Trustee, as Lessor, and Lessee.

2. Amendments to the Participation Agreement

The Participation Agreement is hereby amended as follows:

- 2.1 The caption "Cut-Off Date" in Exhibit B to the Participation Agreement, page 1, is hereby amended to read as follows:

Cut-Off Date: March 14, 1979

- 2.2 The caption "Take-Out Date" in Exhibit B to the Participation Agreement, page 3, is hereby amended to read as follows:

Take - Out Date: March 15, 1979

3. Amendments to the Lease

The Lease is hereby amended as follows:

- 3.1 The caption "Basic Rent Dates" in Exhibit C to the Equipment Lease, page 1, is hereby amended to read as follows:

Basic Rent Dates: The fifteenth day of March and September in each year

- 3.2 The caption "Final Delivery Date" in Exhibit C to the Equipment Lease, page 1, is hereby amended to read as follows:

Final Delivery Date: March 14, 1979

- 3.3 The caption "Interim Rent Date" in Exhibit C to Equipment Lease, page 1, is hereby amended to read as follows:

Interim Rent Date: March 15, 1979

- 3.4 The caption "First Basic Rent Date" in Exhibit C to the Equipment Lease, page 1, is hereby amended to read as follows:

First Basic Rent Date: September 15, 1979

- 3.5 The caption "Last Basic Rent Date" in Exhibit C to the Equipment Lease, page 1, is hereby amended to read as follows:

Last Basic Rent Date: March 15, 1999

- 3.6 The caption "Termination Date" in Exhibit C to the Equipment Lease, page 2, is hereby amended to read as follows:

Termination Date: March 15, 1994

- 3.7 The caption "Basic Lease Rate Factor" in Exhibit C to the Equipment Lease, page 2, is hereby amended to read as follows:

Basic Lease	Basic Rent Payment	
<u>Rate Factor:</u>	Nos. 1-30	5.1370%
	Nos. 31-40	3.3000%

- 3.8 Exhibit D to the Equipment Lease is deleted in its entirety and replaced with Annex 1, pages 1 and 2, attached hereto.

4. Amendments to the Supplemental Indenture

The Supplemental Indenture is hereby amended as follows:

- 4.1 The caption "Interest Payment Dates" in Exhibit A to the Supplemental Indenture, page 2, is hereby amended to read as follows:

Interest Payment <u>Dates:</u>	March 15 and September 15 of each year
-----------------------------------	---

- 4.2 The caption "Principal Payment Dates" in Exhibit A to the Supplemental Indenture, page 2, is hereby amended to read as follows:

Principal Payment <u>Dates:</u>	March 15 and September 15 of each year
------------------------------------	---

- 4.3 The caption "Long-Term Debt Rate Commencement Date" in Exhibit A to the Supplemental Indenture, page 2, is hereby amended to read as follows:

Long-Term Debt Rate <u>Commencement Date:</u>	March 15, 1979
--	----------------

- 4.4 The caption "First Interest Payment Date" in Exhibit A to the Supplemental Indenture, page 2, is hereby amended to read as follows:

First Interest <u>Payment Date:</u>	March 15, 1979
--	----------------

- 4.5 The caption "First Principal Payment Date" in Exhibit A to the Supplemental Indenture, page 2, is hereby amended to read as follows:

First Principal <u>Payment Date:</u>	September 15, 1979
---	--------------------

- 4.6 The caption "Last Principal Payment Date" in Exhibit A to the Supplemental Indenture, page 2, is hereby amended to read as follows:

Last Principal
Payment Date: March 15, 1994

- 4.7 The caption "Modifications of Provisions of Indenture" in Exhibit A to the Supplemental Indenture, page 2, is hereby amended by adding the following:

(P) For purposes of each Supplement, notwithstanding the provisions of Section 2.01 of the Supplemental Indenture, payments on Notes of these Series shall not be level consecutive payments of principal and interest, but rather, for each \$1,000,000 of principal amount of such Notes, payments of principal and interest shall be as follows:

	<u>Series 1</u>
Payment Nos. 1-29:	\$62,297.50
Payment No. 30	\$62,294.70

- 4.8 Upon execution and delivery of this Amendment, the Interim Lender shall imprint on the first page of the Note heretofore delivered to it pursuant to the Supplemental Indenture the following legend:

"THE TERMS OF THIS NOTE HAVE BEEN MODIFIED BY AN AMENDMENT AGREEMENT NUMBER ONE, DATED AS OF DECEMBER 20, 1978, A COPY OF WHICH IS ATTACHED HERETO."

Interim Lender will attach this Amendment to the Note.

5. Effective Date

- 5.1 This Amendment is effected upon execution hereof.

6. Remainder of Agreements

- 6.1 Except as amended hereby, the Lease, Supplemental Indenture, Trust Indenture, Trust Agreement and Participation Agreement shall remain unaltered and in full force and effect in all other respects.

7. Counterparts

- 7.1 This amendment may be executed or consented to in counterparts and it shall not be necessary for each party to execute the same counterpart so long as each party shall execute one counterpart which shall be delivered to the other parties hereto.

THIS AMENDMENT AGREEMENT NUMBER ONE is executed on the dates indicated below.

PENNZOIL COMPANY,
as Lessee

_____, 19__

By _____

FIRST SECURITY BANK OF UTAH, N.A.,
not in its individual capacity, but
solely as Owner Trustee under a
Master Trust Agreement dated as of
October 1, 1976 between the Owner
Trustee and Itel Capital Services
Corporation,
as Lessor

January 11, 1979

By 
(Authorized Officer)

The undersigned hereby consents to the foregoing amendment, and
by execution below authorizes and directs the Owner Trustee to execute the
same.

REPUBLIC NATIONAL LEASING CORPORATION
as Beneficiary

_____, 19__

By _____
(Authorized Officer)

UNITED STATES TRUST COMPANY OF
NEW YORK, as Trustee under a Trust
Indenture dated as of October 1,
1976 between the Owner Trustee and
the Trustee,

_____, 19__

By _____
(Vice President)

The undersigned hereby consent the foregoing amendment, and by
execution below authorize and direct the Trustee to execute the same.

LEASE INVESTMENTS TRUST,
as Interim Lender

_____, 19__

By _____

STATE MUTUAL LIFE ASSURANCE
COMPANY OF AMERICA,
as Long-Term Lender

_____, 19__

By _____

AMERICAN UNITED LIFE
INSURANCE COMPANY,
as Long-Term Lender

_____, 19__

By _____

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On the ____ day of _____, 19__, before me personally came MALCOLM J. HOOD, to me known, who being by me duly sworn, says that he is a Vice President of UNITED STATES TRUST COMPANY OF NEW YORK, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that one of the seals affixed to the foregoing instrument is the seal of said corporation; that it was so affixed by authority of the By-Laws of said corporation, and that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARY SEAL]

STATE OF UTAH)
 : ss.:
COUNTY OF SALT LAKE)

On the 12 day of January, 1979, personally appeared before me WILLIAM C. MCGREGOR, who being by me duly sworn, did say, that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, N.A., that one of the seals affixed to the foregoing instrument is the seal of said national banking association, that said instrument was signed and sealed in behalf of said national banking association by authority of its by-laws and by resolution of its board of directors, and said WILLIAM C. MCGREGOR acknowledged to me that the execution of the foregoing instrument was the free act and deed of said national banking association.


Notary Public

My Commission Expires November 15, 1981

[NOTARY SEAL]

STATE OF TEXAS)
 : ss.:
COUNTY OF HARRIS)

On the ____ day of _____, 19__, personally appeared before me _____, to me personally known, who, being by me duly sworn, says that he is _____ of PENNZOIL COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged to me that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARY SEAL]

ANNEX I

EXHIBIT D
Group 1 Equipment

The Casualty Value, if any, of each Item of Leased Equipment shall be the percentage of Lessor's Cost of such Item set forth opposite the applicable rent payment:

Interim Rent Date
and
Rent Payment Number Casualty Value (a)

1979	
0	109.0403
1	109.0633
1980	
2	108.8556
3	108.4613
1981	
4	107.8660
5	107.1050
1982	
6	106.1577
7	105.0510
1983	
8	103.7663
9	102.3321
1984	
10	100.7280
11	98.9775
1985	
12	97.0694
13	95.0222
1986	
14	92.8283
15	90.5034
1987	
16	88.0435
17	85.4614
1988	
18	82.7572
19	79.9403
1989	
20	77.0152
21	73.9879
1990	
22	70.8672
23	67.6560
1991	
24	64.3676
25	60.9994
1992	
26	57.5681
27	54.0628

ANNEX I

<u>Rent Payment Number</u>	<u>Casualty Value (a)</u>
1993	
28	50.5007
29	46.8657
1994	
30	43.1751
31	41.2324
1995	
32	39.2571
33	37.2161
1996	
34	35.1162
35	32.9416
1997	
36	30.7042
37	28.3880
1998	
38	26.0047
39	23.5385
1999	
40	20.0000

and thereafter

(a) In the event the Basic Lease Rate Factor is increased, pursuant to the tax indemnification provisions set forth in Section 15 of the Lease, Casualty Values and Termination Values, if any, shall be adjusted accordingly.

AMENDMENT AGREEMENT NUMBER ONE

TO

PENNZOIL COMPANY

(1978) EQUIPMENT TRUST NO. 1

(Documents dated as of
March 21, 1978)

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B. The parties hereto now desire to change certain aspects of said transaction.

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- (b) Lessee: Pennzoil Company
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- (d) Interim Lender: Lease Investments Trust
- (e) Long-Term Lenders: State Mutual Life Assurance Company of America
American United Life Insurance Company
- (f) Trustee: United States Trust Company of New York
- (g) Agent or Trustor: Itel Corporation, Equipment Finance Division, as successor in interest to Itel Capital Services Corporation

1.2 Agreements

- (a) Participation Agreement: Participation Agreement dated as of March 21, 1978 by and among the Owner Trustee as Lessor, Trustee, Beneficiary, Interim Lender, Long-Term Lenders and Lessee.
- (b) Trust Agreement: Trust Agreement dated as of October 1, 1976 by and among the Owner Trustee and Agent.
- (c) Trust Indenture: Trust Indenture dated as of October 1, 1976 by and between the Owner Trustee and the Trustee.
- (d) Supplemental Indenture: Supplemental Indenture dated as of March 21, 1978 by and between the Owner Trustee and the Trustee.
- (e) Lease: Equipment Lease dated as of March 21, 1978 by and between the Owner Trustee, as Lessor, and Lessee.

2. Amendments to the Participation Agreement

The Participation Agreement is hereby amended as follows:

- 2.1 The caption "Cut-Off Date" in Exhibit B to the Participation Agreement, page 1, is hereby amended to read as follows:

Cut-Off Date: March 14, 1979

- 2.2 The caption "Take-Out Date" in Exhibit B to the Participation Agreement, page 3, is hereby amended to read as follows:

Take - Out Date: March 15, 1979

3. Amendments to the Lease

The Lease is hereby amended as follows:

- 3.1 The caption "Basic Rent Dates" in Exhibit C to the Equipment Lease, page 1, is hereby amended to read as follows:

Basic Rent Dates: The fifteenth day of March and September in each year

- 3.2 The caption "Final Delivery Date" in Exhibit C to the Equipment Lease, page 1, is hereby amended to read as follows:

Final Delivery Date: March 14, 1979

- 3.3 The caption "Interim Rent Date" in Exhibit C to Equipment Lease, page 1, is hereby amended to read as follows:

Interim Rent Date: March 15, 1979

- 3.4 The caption "First Basic Rent Date" in Exhibit C to the Equipment Lease, page 1, is hereby amended to read as follows:

First Basic Rent Date: September 15, 1979

- 3.5 The caption "Last Basic Rent Date" in Exhibit C to the Equipment Lease, page 1, is hereby amended to read as follows:

Last Basic Rent Date: March 15, 1999

- 3.6 The caption "Termination Date" in Exhibit C to the Equipment Lease, page 2, is hereby amended to read as follows:

Termination Date: March 15, 1994

- 3.7 The caption "Basic Lease Rate Factor" in Exhibit C to the Equipment Lease, page 2, is hereby amended to read as follows:

Basic Lease	Basic Rent Payment	
<u>Rate Factor:</u>	Nos. 1-30	5.1370%
	Nos. 31-40	3.3000%

- 3.8 Exhibit D to the Equipment Lease is deleted in its entirety and replaced with Annex 1, pages 1 and 2, attached hereto.

4. Amendments to the Supplemental Indenture

The Supplemental Indenture is hereby amended as follows:

- 4.1 The caption "Interest Payment Dates" in Exhibit A to the Supplemental Indenture, page 2, is hereby amended to read as follows:

Interest Payment	March 15 and September 15 of
<u>Dates:</u>	each year

- 4.2 The caption "Principal Payment Dates" in Exhibit A to the Supplemental Indenture, page 2, is hereby amended to read as follows:

Principal Payment	March 15 and September 15 of
<u>Dates:</u>	each year

- 4.3 The caption "Long-Term Debt Rate Commencement Date" in Exhibit A to the Supplemental Indenture, page 2, is hereby amended to read as follows:

Long-Term Debt Rate	
<u>Commencement Date:</u>	March 15, 1979

- 4.4 The caption "First Interest Payment Date" in Exhibit A to the Supplemental Indenture, page 2, is hereby amended to read as follows:

First Interest	
<u>Payment Date:</u>	March 15, 1979

- 4.5 The caption "First Principal Payment Date" in Exhibit A to the Supplemental Indenture, page 2, is hereby amended to read as follows:

First Principal	
<u>Payment Date:</u>	September 15, 1979

- 4.6 The caption "Last Principal Payment Date" in Exhibit A to the Supplemental Indenture, page 2, is hereby amended to read as follows:

Last Principal
Payment Date: March 15, 1994

- 4.7 The caption "Modifications of Provisions of Indenture" in Exhibit A to the Supplemental Indenture, page 2, is hereby amended by adding the following:

(P) For purposes of each Supplement, notwithstanding the provisions of Section 2.01 of the Supplemental Indenture, payments on Notes of these Series shall not be level consecutive payments of principal and interest, but rather, for each \$1,000,000 of principal amount of such Notes, payments of principal and interest shall be as follows:

	<u>Series 1</u>
Payment Nos. 1-29:	\$62,297.50
Payment No. 30	\$62,294.70

- 4.8 Upon execution and delivery of this Amendment, the Interim Lender shall imprint on the first page of the Note heretofore delivered to it pursuant to the Supplemental Indenture the following legend:

"THE TERMS OF THIS NOTE HAVE BEEN MODIFIED BY AN AMENDMENT AGREEMENT NUMBER ONE, DATED AS OF DECEMBER 20, 1978, A COPY OF WHICH IS ATTACHED HERETO."

Interim Lender will attach this Amendment to the Note.

5. Effective Date

- 5.1 This Amendment is effected upon execution hereof.

6. Remainder of Agreements

6.1 Except as amended hereby, the Lease, Supplemental Indenture, Trust Indenture, Trust Agreement and Participation Agreement shall remain unaltered and in full force and effect in all other respects.

7. Counterparts

7.1 This amendment may be executed or consented to in counterparts and it shall not be necessary for each party to execute the same counterpart so long as each party shall execute one counterpart which shall be delivered to the other parties hereto.

THIS AMENDMENT AGREEMENT NUMBER ONE is executed on the dates indicated below.

PENNZOIL COMPANY,
as Lessee

_____, 19__

By _____

FIRST SECURITY BANK OF UTAH, N.A.,
not in its individual capacity, but
solely as Owner Trustee under a
Master Trust Agreement dated as of
October 1, 1976 between the Owner
Trustee and Itel Capital Services
Corporation,
as Lessor

_____, 19__

By _____
(Authorized Officer)

The undersigned hereby consents to the foregoing amendment, and
by execution below authorizes and directs the Owner Trustee to execute the
same.

REPUBLIC NATIONAL LEASING CORPORATION
as Beneficiary

_____, 19__

By _____
(Authorized Officer)

UNITED STATES TRUST COMPANY OF
NEW YORK, as Trustee under a Trust
Indenture dated as of October 1,
1976 between the Owner Trustee and
the Trustee,

January 11, 1979

By *[Signature]*
Asst (Vice President)

The undersigned hereby consent the foregoing amendment, and by
execution below authorize and direct the Trustee to execute the same.

LEASE INVESTMENTS TRUST,
as Interim Lender

_____, 19__

By _____

STATE MUTUAL LIFE ASSURANCE
COMPANY OF AMERICA,
as Long-Term Lender

_____, 19__

By _____

AMERICAN UNITED LIFE
INSURANCE COMPANY,
as Long-Term Lender

_____, 19__

By _____

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

Asst
GEORGE BOSWELL On the 11 day of January, 1979, before me personally came ~~MALCOLM J. HOOD~~, to me known, who being by me duly sworn, says that he is a Vice President of UNITED STATES TRUST COMPANY OF NEW YORK, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that one of the seals affixed to the foregoing instrument is the seal of said corporation; that it was so affixed by authority of the By-Laws of said corporation, and that the execution of the foregoing instrument was the free act and deed of said corporation.

Christine C. Collins
Notary Public

[NOTARY SEAL]

CHRISTINE C. COLLINS
Notary Public, State of New York
No. 31-4624735
Qualified in New York County
Certificate filed in New York County
Commission Expires March 30, 1980

STATE OF UTAH)
 : ss.:
COUNTY OF SALT LAKE)

On the ____ day of _____, 19__, personally appeared before me WILLIAM C. MCGREGOR, who being by me duly sworn, did say, that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, N.A., that one of the seals affixed to the foregoing instrument is the seal of said national banking association, that said instrument was signed and sealed in behalf of said national banking association by authority of its by-laws and by resolution of its board of directors, and said WILLIAM C. MCGREGOR acknowledged to me that the execution of the foregoing instrument was the free act and deed of said national banking association.

Notary Public

[NOTARY SEAL]

STATE OF TEXAS)
 : ss.:
COUNTY OF HARRIS)

On the ____ day of _____, 19__, personally appeared before me _____, to me personally known, who, being by me duly sworn, says that he is _____ of PENNZOIL COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged to me that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARY SEAL]

ANNEX I

EXHIBIT D
Group 1 Equipment

The Casualty Value, if any, of each Item of Leased Equipment shall be the percentage of Lessor's Cost of such Item set forth opposite the applicable rent payment:

<u>Interim Rent Date and Rent Payment Number</u>	<u>Casualty Value (a)</u>
1979	
0	109.0403
1	109.0633
1980	
2	108.8556
3	108.4613
1981	
4	107.8660
5	107.1050
1982	
6	106.1577
7	105.0513
1983	
8	103.7683
9	102.3321
1984	
10	100.7280
11	98.9775
1985	
12	97.0694
13	95.0222
1986	
14	92.8283
15	90.5034
1987	
16	88.0435
17	85.4614
1988	
18	82.7572
19	79.9403
1989	
20	77.0152
21	73.9879
1990	
22	70.8672
23	67.6560
1991	
24	64.3676
25	60.9994
1992	
26	57.5681
27	54.0528

ANNEX I

<u>Rent Payment Number</u>	<u>Casualty Value (a)</u>
1993	
28	50.5007
29	46.8657
1994	
30	43.1751
31	41.2324
1995	
32	39.2571
33	37.2161
1996	
34	35.1162
35	32.9416
1997	
36	30.7042
37	28.3880
1998	
38	26.0047
39	23.5325
1999	
40	20.0000

and thereafter

(a) In the event the Basic Lease Rate Factor is increased, pursuant to the tax indemnification provisions set forth in Section 15 of the Lease, Casualty Values and Termination Values, if any, shall be adjusted accordingly.

AMENDMENT AGREEMENT NUMBER ONE

TO

PENNZOIL COMPANY

(1978) EQUIPMENT TRUST NO. 1

(Documents dated as of
March 21, 1978)

THIS AMENDMENT AGREEMENT NUMBER ONE is entered into as of December 20, 1978, by and among the undersigned.

R E C I T A L S

A. The parties hereto have entered into an equipment lease financing transaction as more particularly set forth herein, and in connection therewith have executed various instruments and agreements; and

B. The parties hereto now desire to change certain aspects of said transaction.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and agreements set forth herein, the parties hereto hereby agree as follows:

1. Definitions

1.1 Parties

- (a) Owner Trustee: First Security Bank of Utah, N.A., not in its individual capacity, but solely as trustee under a Master Trust Agreement dated as of October 1, 1976.

- (b) Lessee: Pennzoil Company
- (c) Beneficiary: Republic National Leasing Corporation
- (d) Interim Lender: Lease Investments Trust
- (e) Long-Term Lenders: State Mutual Life Assurance Company of America
American United Life Insurance Company
- (f) Trustee: United States Trust Company of New York
- (g) Agent or Trustor: Itel Corporation, Equipment Finance Division, as successor in interest to Itel Capital Services Corporation

1.2 Agreements

- (a) Participation Agreement: Participation Agreement dated as of March 21, 1978 by and among the Owner Trustee as Lessor, Trustee, Beneficiary, Interim Lender, Long-Term Lenders and Lessee.
- (b) Trust Agreement: Trust Agreement dated as of October 1, 1976 by and among the Owner Trustee and Agent.
- (c) Trust Indenture: Trust Indenture dated as of October 1, 1976 by and between the Owner Trustee and the Trustee.
- (d) Supplemental Indenture: Supplemental Indenture dated as of March 21, 1978 by and between the Owner Trustee and the Trustee.
- (e) Lease: Equipment Lease dated as of March 21, 1978 by and between the Owner Trustee, as Lessor, and Lessee.

2. Amendments to the Participation Agreement

The Participation Agreement is hereby amended as follows:

- 2.1 The caption "Cut-Off Date" in Exhibit B to the Participation Agreement, page 1, is hereby amended to read as follows:

Cut-Off Date: March 14, 1979

- 2.2 The caption "Take-Out Date" in Exhibit B to the Participation Agreement, page 3, is hereby amended to read as follows:

Take - Out Date: March 15, 1979

3. Amendments to the Lease

The Lease is hereby amended as follows:

- 3.1 The caption "Basic Rent Dates" in Exhibit C to the Equipment Lease, page 1, is hereby amended to read as follows:

Basic Rent Dates: The fifteenth day of March and September in each year

- 3.2 The caption "Final Delivery Date" in Exhibit C to the Equipment Lease, page 1, is hereby amended to read as follows:

Final Delivery Date: March 14, 1979

- 3.3 The caption "Interim Rent Date" in Exhibit C to Equipment Lease, page 1, is hereby amended to read as follows:

Interim Rent Date: March 15, 1979

- 3.4 The caption "First Basic Rent Date" in Exhibit C to the Equipment Lease, page 1, is hereby amended to read as follows:

First Basic Rent Date: September 15, 1979

- 3.5 The caption "Last Basic Rent Date" in Exhibit C to the Equipment Lease, page 1, is hereby amended to read as follows:

Last Basic Rent Date: March 15, 1999

- 3.6 The caption "Termination Date" in Exhibit C to the Equipment Lease, page 2, is hereby amended to read as follows:

Termination Date: March 15, 1994

- 3.7 The caption "Basic Lease Rate Factor" in Exhibit C to the Equipment Lease, page 2, is hereby amended to read as follows:

Basic Lease	Basic Rent Payment	
<u>Rate Factor:</u>	Nos. 1-30	5.1370%
	Nos. 31-40	3.3000%

- 3.8 Exhibit D to the Equipment Lease is deleted in its entirety and replaced with Annex 1, pages 1 and 2, attached hereto.

4. Amendments to the Supplemental Indenture

The Supplemental Indenture is hereby amended as follows:

- 4.1 The caption "Interest Payment Dates" in Exhibit A to the Supplemental Indenture, page 2, is hereby amended to read as follows:

Interest Payment	March 15 and September 15 of
<u>Dates:</u>	each year

- 4.2 The caption "Principal Payment Dates" in Exhibit A to the Supplemental Indenture, page 2, is hereby amended to read as follows:

Principal Payment	March 15 and September 15 of
<u>Dates:</u>	each year

- 4.3 The caption "Long-Term Debt Rate Commencement Date" in Exhibit A to the Supplemental Indenture, page 2, is hereby amended to read as follows:

Long-Term Debt Rate
<u>Commencement Date:</u> March 15, 1979

- 4.4 The caption "First Interest Payment Date" in Exhibit A to the Supplemental Indenture, page 2, is hereby amended to read as follows:

First Interest
<u>Payment Date:</u> March 15, 1979

- 4.5 The caption "First Principal Payment Date" in Exhibit A to the Supplemental Indenture, page 2, is hereby amended to read as follows:

First Principal
<u>Payment Date:</u> September 15, 1979

- 4.6 The caption "Last Principal Payment Date" in Exhibit A to the Supplemental Indenture, page 2, is hereby amended to read as follows:

Last Principal
Payment Date: March 15, 1994

- 4.7 The caption "Modifications of Provisions of Indenture" in Exhibit A to the Supplemental Indenture, page 2, is hereby amended by adding the following:

(P) For purposes of each Supplement, notwithstanding the provisions of Section 2.01 of the Supplemental Indenture, payments on Notes of these Series shall not be level consecutive payments of principal and interest, but rather, for each \$1,000,000 of principal amount of such Notes, payments of principal and interest shall be as follows:

	<u>Series 1</u>
Payment Nos. 1-29:	\$62,297.50
Payment No. 30	\$62,294.70

- 4.8 Upon execution and delivery of this Amendment, the Interim Lender shall imprint on the first page of the Note heretofore delivered to it pursuant to the Supplemental Indenture the following legend:

"THE TERMS OF THIS NOTE HAVE BEEN MODIFIED BY AN AMENDMENT AGREEMENT NUMBER ONE, DATED AS OF DECEMBER 20, 1978, A COPY OF WHICH IS ATTACHED HERETO."

Interim Lender will attach this Amendment to the Note.

5. Effective Date

- 5.1 This Amendment is effected upon execution hereof.

6. Remainder of Agreements

6.1 Except as amended hereby, the Lease, Supplemental Indenture, Trust Indenture, Trust Agreement and Participation Agreement shall remain unaltered and in full force and effect in all other respects.

7. Counterparts

7.1 This amendment may be executed or consented to in counterparts and it shall not be necessary for each party to execute the same counterpart so long as each party shall execute one counterpart which shall be delivered to the other parties hereto.

THIS AMENDMENT AGREEMENT NUMBER ONE is executed on the dates indicated below.

PENNZOIL COMPANY,
as Lessee

_____, 19__

By _____

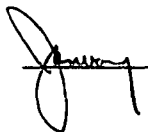
FIRST SECURITY BANK OF UTAH, N.A.,
not in its individual capacity, but
solely as Owner Trustee under a
Master Trust Agreement dated as of
October 1, 1976 between the Owner
Trustee and Itel Capital Services
Corporation,
as Lessor

_____, 19__

By _____
(Authorized Officer)

The undersigned hereby consents to the foregoing amendment, and
by execution below authorizes and directs the Owner Trustee to execute the
same.

REPUBLIC NATIONAL LEASING CORPORATION
as Beneficiary

 11, 1979

By 
(Authorized Officer)

UNITED STATES TRUST COMPANY OF
NEW YORK, as Trustee under a Trust
Indenture dated as of October 1,
1976 between the Owner Trustee and
the Trustee,

_____, 19__

By _____
(Vice President)

The undersigned hereby consent the foregoing amendment, and by
execution below authorize and direct the Trustee to execute the same.

LEASE INVESTMENTS TRUST,
as Interim Lender

_____, 19__

By _____

STATE MUTUAL LIFE ASSURANCE
COMPANY OF AMERICA,
as Long-Term Lender

_____, 19__

By _____

AMERICAN UNITED LIFE
INSURANCE COMPANY,
as Long-Term Lender

_____, 19__

By _____

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On the ____ day of _____, 19__, before me personally came MALCOLM J. HOOD, to me known, who being by me duly sworn, says that he is a Vice President of UNITED STATES TRUST COMPANY OF NEW YORK, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that one of the seals affixed to the foregoing instrument is the seal of said corporation; that it was so affixed by authority of the By-Laws of said corporation, and that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARY SEAL]

STATE OF UTAH)
 : ss.:
COUNTY OF SALT LAKE)

On the ____ day of _____, 19__, personally appeared before me WILLIAM C. MCGREGOR, who being by me duly sworn, did say, that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, N.A., that one of the seals affixed to the foregoing instrument is the seal of said national banking association, that said instrument was signed and sealed in behalf of said national banking association by authority of its by-laws and by resolution of its board of directors, and said WILLIAM C. MCGREGOR acknowledged to me that the execution of the foregoing instrument was the free act and deed of said national banking association.

Notary Public

[NOTARY SEAL]

STATE OF TEXAS)
 : ss.:
COUNTY OF HARRIS)

On the ____ day of _____, 19__, personally appeared before me _____, to me personally known, who, being by me duly sworn, says that he is _____ of PENNZOIL COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged to me that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARY SEAL]

ANNEX I

EXHIBIT D
Group 1 Equipment

The Casualty Value, if any, of each Item of Leased Equipment shall be the percentage of Lessor's Cost of such Item set forth opposite the applicable rent payment:

<u>Interim Rent Date and Rent Payment Number</u>	<u>Casualty Value (a)</u>
1979	
0	109.0403
1	109.0633
1980	
2	108.8556
3	108.4613
1981	
4	107.8660
5	107.1050
1982	
6	106.1577
7	105.0518
1983	
8	103.7683
9	102.3321
1984	
10	100.7280
11	98.9775
1985	
12	97.0694
13	95.0222
1986	
14	92.8283
15	90.5034
1987	
16	88.0435
17	85.4614
1988	
18	82.7572
19	79.9403
1989	
20	77.0152
21	73.9879
1990	
22	70.8672
23	67.6560
1991	
24	64.3676
25	60.9994
1992	
26	57.5681
27	54.0628

ANNEX I

<u>Rent Payment Number</u>	<u>Casualty Value (a)</u>
1993	
28	50.5007
29	46.8657
1994	
30	43.1751
31	41.2324
1995	
32	39.2571
33	37.2161
1996	
34	35.1162
35	32.9416
1997	
36	30.7042
37	28.3860
1998	
38	26.0047
39	23.5385
1999	
40	20.0000

and thereafter

(a) In the event the Basic Lease Rate Factor is increased, pursuant to the tax indemnification provisions set forth in Section 15 of the Lease, Casualty Values and Termination Values, if any, shall be adjusted accordingly.

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AMENDMENT AGREEMENT NUMBER ONE

TO

PENNZOIL COMPANY

(1978) EQUIPMENT TRUST NO. 1

(Documents dated as of
March 21, 1978)

THIS AMENDMENT AGREEMENT NUMBER ONE is entered into as of
December 20, 1978, by and among the undersigned.

R E C I T A L S

A. The parties hereto have entered into an equipment lease financing transaction as more particularly set forth herein, and in connection therewith have executed various instruments and agreements; and

B. The parties hereto now desire to change certain aspects of said transaction.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and agreements set forth herein, the parties hereto hereby agree as follows:

1. Definitions

1.1 Parties

(a) Owner Trustee: First Security Bank of Utah, N.A., not in its individual capacity, but solely as trustee under a Master Trust Agreement dated as of October 1, 1976.

- (b) Lessee: Pennzoil Company
- (c) Beneficiary: Republic National Leasing Corporation
- (d) Interim Lender: Lease Investments Trust
- (e) Long-Term Lenders: State Mutual Life Assurance Company of America
American United Life Insurance Company
- (f) Trustee: United States Trust Company of New York
- (g) Agent or Trustor: Itel Corporation, Equipment Finance Division, as successor in interest to Itel Capital Services Corporation

1.2 Agreements

- (a) Participation Agreement: Participation Agreement dated as of March 21, 1978 by and among the Owner Trustee as Lessor, Trustee, Beneficiary, Interim Lender, Long-Term Lenders and Lessee.
- (b) Trust Agreement: Trust Agreement dated as of October 1, 1976 by and among the Owner Trustee and Agent.
- (c) Trust Indenture: Trust Indenture dated as of October 1, 1976 by and between the Owner Trustee and the Trustee.
- (d) Supplemental Indenture: Supplemental Indenture dated as of March 21, 1978 by and between the Owner Trustee and the Trustee.
- (e) Lease: Equipment Lease dated as of March 21, 1978 by and between the Owner Trustee, as Lessor, and Lessee.

2. Amendments to the Participation Agreement

The Participation Agreement is hereby amended as follows:

- 2.1 The caption "Cut-Off Date" in Exhibit B to the Participation Agreement, page 1, is hereby amended to read as follows:

Cut-Off Date: March 14, 1979

- 2.2 The caption "Take-Out Date" in Exhibit B to the Participation Agreement, page 3, is hereby amended to read as follows:

Take - Out Date: March 15, 1979

3. Amendments to the Lease

The Lease is hereby amended as follows:

- 3.1 The caption "Basic Rent Dates" in Exhibit C to the Equipment Lease, page 1, is hereby amended to read as follows:

Basic Rent Dates: The fifteenth day of March and September in each year

- 3.2 The caption "Final Delivery Date" in Exhibit C to the Equipment Lease, page 1, is hereby amended to read as follows:

Final Delivery Date: March 14, 1979

- 3.3 The caption "Interim Rent Date" in Exhibit C to Equipment Lease, page 1, is hereby amended to read as follows:

Interim Rent Date: March 15, 1979

- 3.4 The caption "First Basic Rent Date" in Exhibit C to the Equipment Lease, page 1, is hereby amended to read as follows:

First Basic Rent Date: September 15, 1979

- 3.5 The caption "Last Basic Rent Date" in Exhibit C to the Equipment Lease, page 1, is hereby amended to read as follows:

Last Basic Rent Date: March 15, 1999

- 3.6 The caption "Termination Date" in Exhibit C to the Equipment Lease, page 2, is hereby amended to read as follows:

Termination Date: March 15, 1994

3.7 The caption "Basic Lease Rate Factor" in Exhibit C to the Equipment Lease, page 2, is hereby amended to read as follows:

Basic Lease	Basic Rent Payment	
<u>Rate Factor:</u>	Nos. 1-30	5.1370%
	Nos. 31-40	3.3000%

3.8 Exhibit D to the Equipment Lease is deleted in its entirety and replaced with Annex 1, pages 1 and 2, attached hereto.

4. Amendments to the Supplemental Indenture

The Supplemental Indenture is hereby amended as follows:

4.1 The caption "Interest Payment Dates" in Exhibit A to the Supplemental Indenture, page 2, is hereby amended to read as follows:

Interest Payment	March 15 and September 15 of
<u>Dates:</u>	each year

4.2 The caption "Principal Payment Dates" in Exhibit A to the Supplemental Indenture, page 2, is hereby amended to read as follows:

Principal Payment	March 15 and September 15 of
<u>Dates:</u>	each year

4.3 The caption "Long-Term Debt Rate Commencement Date" in Exhibit A to the Supplemental Indenture, page 2, is hereby amended to read as follows:

Long-Term Debt Rate
<u>Commencement Date:</u> March 15, 1979

4.4 The caption "First Interest Payment Date" in Exhibit A to the Supplemental Indenture, page 2, is hereby amended to read as follows:

First Interest
<u>Payment Date:</u> March 15, 1979

4.5 The caption "First Principal Payment Date" in Exhibit A to the Supplemental Indenture, page 2, is hereby amended to read as follows:

First Principal
<u>Payment Date:</u> September 15, 1979

- 4.6 The caption "Last Principal Payment Date" in Exhibit A to the Supplemental Indenture, page 2, is hereby amended to read as follows:

Last Principal
Payment Date: March 15, 1994

- 4.7 The caption "Modifications of Provisions of Indenture" in Exhibit A to the Supplemental Indenture, page 2, is hereby amended by adding the following:

(P) For purposes of each Supplement, notwithstanding the provisions of Section 2.01 of the Supplemental Indenture, payments on Notes of these Series shall not be level consecutive payments of principal and interest, but rather, for each \$1,000,000 of principal amount of such Notes, payments of principal and interest shall be as follows:

	<u>Series 1</u>
Payment Nos. 1-29:	\$62,297.50
Payment No. 30	\$62,294.70

- 4.8 Upon execution and delivery of this Amendment, the Interim Lender shall imprint on the first page of the Note heretofore delivered to it pursuant to the Supplemental Indenture the following legend:

"THE TERMS OF THIS NOTE HAVE BEEN MODIFIED BY AN AMENDMENT AGREEMENT NUMBER ONE, DATED AS OF DECEMBER 20, 1978, A COPY OF WHICH IS ATTACHED HERETO."

Interim Lender will attach this Amendment to the Note.

5. Effective Date

- 5.1 This Amendment is effected upon execution hereof.

6. Remainder of Agreements

6.1 Except as amended hereby, the Lease, Supplemental Indenture, Trust Indenture, Trust Agreement and Participation Agreement shall remain unaltered and in full force and effect in all other respects.

7. Counterparts

7.1 This amendment may be executed or consented to in counterparts and it shall not be necessary for each party to execute the same counterpart so long as each party shall execute one counterpart which shall be delivered to the other parties hereto.

THIS AMENDMENT AGREEMENT NUMBER ONE is executed on the dates indicated below.

PENNZOIL COMPANY,
as Lessee

_____, 19__

By _____

FIRST SECURITY BANK OF UTAH, N.A.,
not in its individual capacity, but
solely as Owner Trustee under a
Master Trust Agreement dated as of
October 1, 1976 between the Owner
Trustee and Itel Capital Services
Corporation,
as Lessor

_____, 19__

By _____
(Authorized Officer)

The undersigned hereby consents to the foregoing amendment, and
by execution below authorizes and directs the Owner Trustee to execute the
same.

REPUBLIC NATIONAL LEASING CORPORATION
as Beneficiary

_____, 19__

By _____
(Authorized Officer)

UNITED STATES TRUST COMPANY OF
NEW YORK, as Trustee under a Trust
Indenture dated as of October 1,
1976 between the Owner Trustee and
the Trustee,

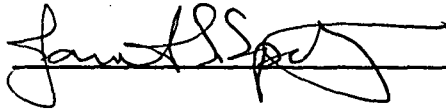
_____, 19__

By _____
(Vice President)

The undersigned hereby consent the foregoing amendment, and by
execution below authorize and direct the Trustee to execute the same.

LEASE INVESTMENTS TRUST,
as Interim Lender

_____, 19__

By  _____

STATE MUTUAL LIFE ASSURANCE
COMPANY OF AMERICA,
as Long-Term Lender

_____, 19__

By _____

AMERICAN UNITED LIFE
INSURANCE COMPANY,
as Long-Term Lender

_____, 19__

By _____

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On the ____ day of _____, 19__, before me personally came MALCOLM J. HOOD, to me known, who being by me duly sworn, says that he is a Vice President of UNITED STATES TRUST COMPANY OF NEW YORK, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that one of the seals affixed to the foregoing instrument is the seal of said corporation; that it was so affixed by authority of the By-Laws of said corporation, and that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARY SEAL]

STATE OF UTAH)
 : ss.:
COUNTY OF SALT LAKE)

On the ____ day of _____, 19__, personally appeared before me WILLIAM C. MCGREGOR, who being by me duly sworn, did say, that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, N.A., that one of the seals affixed to the foregoing instrument is the seal of said national banking association, that said instrument was signed and sealed in behalf of said national banking association by authority of its by-laws and by resolution of its board of directors, and said WILLIAM C. MCGREGOR acknowledged to me that the execution of the foregoing instrument was the free act and deed of said national banking association.

Notary Public

[NOTARY SEAL]

STATE OF TEXAS)
 : ss.:
COUNTY OF HARRIS)

/

On the ____ day of _____, 19__, personally appeared before me _____, to me personally known, who, being by me duly sworn, says that he is _____ of PENNZOIL COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged to me that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARY SEAL]

ANNEX I

EXHIBIT D
Group 1 Equipment

The Casualty Value, if any, of each Item of Leased Equipment shall be the percentage of Lessor's Cost of such Item set forth opposite the applicable rent payment:

<u>Interim Rent Date and Rent Payment Number</u>	<u>Casualty Value (a)</u>
1979	
0	109.0403
1	109.0633
1980	
2	108.8556
3	108.4613
1981	
4	107.8660
5	107.1050
1982	
6	106.1577
7	105.0518
1983	
8	103.7683
9	102.3321
1984	
10	100.7280
11	98.9775
1985	
12	97.0694
13	95.0222
1986	
14	92.8283
15	90.5034
1987	
16	88.0435
17	85.4614
1988	
18	82.7572
19	79.9403
1989	
20	77.0152
21	73.9879
1990	
22	70.8672
23	67.6560
1991	
24	64.3676
25	60.9994
1992	
26	57.5681
27	54.0628

ANNEX I

<u>Rent Payment Number</u>	<u>Casualty Value (a)</u>
1993	
28	50.5007
29	46.8657
1994	
30	43.1751
31	41.2324
1995	
32	39.2571
33	37.2161
1996	
34	35.1162
35	32.9416
1997	
36	30.7042
37	28.3880
1998	
38	26.0047
39	23.5345
1999	
40	20.0000

and thereafter

(a) In the event the Basic Lease Rate Factor is increased, pursuant to the tax indemnification provisions set forth in Section 15 of the Lease, Casualty Values and Termination Values, if any, shall be adjusted accordingly.

SM

AMENDMENT AGREEMENT NUMBER ONE

TO

PENNZOIL COMPANY

(1978) EQUIPMENT TRUST NO. 1

(Documents dated as of
March 21, 1978)

THIS AMENDMENT AGREEMENT NUMBER ONE is entered into as of
December 20, 1978, by and among the undersigned.

R E C I T A L S

A. The parties hereto have entered into an equipment lease financing transaction as more particularly set forth herein, and in connection therewith have executed various instruments and agreements; and

B. The parties hereto now desire to change certain aspects of said transaction.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and agreements set forth herein, the parties hereto hereby agree as follows:

1. Definitions

1.1 Parties

(a) Owner Trustee: First Security Bank of Utah, N.A., not in its individual capacity, but solely as trustee under a Master Trust Agreement dated as of October 1, 1976.

- (b) Lessee: Pennzoil Company
- (c) Beneficiary: Republic National Leasing Corporation
- (d) Interim Lender: Lease Investments Trust
- (e) Long-Term Lenders: State Mutual Life Assurance Company of America
American United Life Insurance Company
- (f) Trustee: United States Trust Company of New York
- (g) Agent or Trustor: Itel Corporation, Equipment Finance Division, as successor in interest to Itel Capital Services Corporation

1.2 Agreements

- (a) Participation Agreement: Participation Agreement dated as of March 21, 1978 by and among the Owner Trustee as Lessor, Trustee, Beneficiary, Interim Lender, Long-Term Lenders and Lessee.
- (b) Trust Agreement: Trust Agreement dated as of October 1, 1976 by and among the Owner Trustee and Agent.
- (c) Trust Indenture: Trust Indenture dated as of October 1, 1976 by and between the Owner Trustee and the Trustee.
- (d) Supplemental Indenture: Supplemental Indenture dated as of March 21, 1978 by and between the Owner Trustee and the Trustee.
- (e) Lease: Equipment Lease dated as of March 21, 1978 by and between the Owner Trustee, as Lessor, and Lessee.

2. Amendments to the Participation Agreement

The Participation Agreement is hereby amended as follows:

- 2.1 The caption "Cut-Off Date" in Exhibit B to the Participation Agreement, page 1, is hereby amended to read as follows:

Cut-Off Date: March 14, 1979

- 2.2 The caption "Take-Out Date" in Exhibit B to the Participation Agreement, page 3, is hereby amended to read as follows:

Take - Out Date: March 15, 1979

3. Amendments to the Lease

The Lease is hereby amended as follows:

- 3.1 The caption "Basic Rent Dates" in Exhibit C to the Equipment Lease, page 1, is hereby amended to read as follows:

Basic Rent Dates: The fifteenth day of March and September in each year

- 3.2 The caption "Final Delivery Date" in Exhibit C to the Equipment Lease, page 1, is hereby amended to read as follows:

Final Delivery Date: March 14, 1979

- 3.3 The caption "Interim Rent Date" in Exhibit C to Equipment Lease, page 1, is hereby amended to read as follows:

Interim Rent Date: March 15, 1979

- 3.4 The caption "First Basic Rent Date" in Exhibit C to the Equipment Lease, page 1, is hereby amended to read as follows:

First Basic Rent Date: September 15, 1979

- 3.5 The caption "Last Basic Rent Date" in Exhibit C to the Equipment Lease, page 1, is hereby amended to read as follows:

Last Basic Rent Date: March 15, 1999

- 3.6 The caption "Termination Date" in Exhibit C to the Equipment Lease, page 2, is hereby amended to read as follows:

Termination Date: March 15, 1994

- 3.7 The caption "Basic Lease Rate Factor" in Exhibit C to the Equipment Lease, page 2, is hereby amended to read as follows:

Basic Lease	Basic Rent Payment	
<u>Rate Factor:</u>	Nos. 1-30	5.1370%
	Nos. 31-40	3.3000%

- 3.8 Exhibit D to the Equipment Lease is deleted in its entirety and replaced with Annex 1, pages 1 and 2, attached hereto.

4. Amendments to the Supplemental Indenture

The Supplemental Indenture is hereby amended as follows:

- 4.1 The caption "Interest Payment Dates" in Exhibit A to the Supplemental Indenture, page 2, is hereby amended to read as follows:

Interest Payment	March 15 and September 15 of
<u>Dates:</u>	each year

- 4.2 The caption "Principal Payment Dates" in Exhibit A to the Supplemental Indenture, page 2, is hereby amended to read as follows:

Principal Payment	March 15 and September 15 of
<u>Dates:</u>	each year

- 4.3 The caption "Long-Term Debt Rate Commencement Date" in Exhibit A to the Supplemental Indenture, page 2, is hereby amended to read as follows:

Long-Term Debt Rate
<u>Commencement Date:</u> March 15, 1979

- 4.4 The caption "First Interest Payment Date" in Exhibit A to the Supplemental Indenture, page 2, is hereby amended to read as follows:

First Interest
<u>Payment Date:</u> March 15, 1979

- 4.5 The caption "First Principal Payment Date" in Exhibit A to the Supplemental Indenture, page 2, is hereby amended to read as follows:

First Principal
<u>Payment Date:</u> September 15, 1979

- 4.6 The caption "Last Principal Payment Date" in Exhibit A to the Supplemental Indenture, page 2, is hereby amended to read as follows:

Last Principal
Payment Date: March 15, 1994

- 4.7 The caption "Modifications of Provisions of Indenture" in Exhibit A to the Supplemental Indenture, page 2, is hereby amended by adding the following:

(P) For purposes of each Supplement, notwithstanding the provisions of Section 2.01 of the Supplemental Indenture, payments on Notes of these Series shall not be level consecutive payments of principal and interest, but rather, for each \$1,000,000 of principal amount of such Notes, payments of principal and interest shall be as follows:

	<u>Series 1</u>
Payment Nos. 1-29:	\$62,297.50
Payment No. 30	\$62,294.70

- 4.8 Upon execution and delivery of this Amendment, the Interim Lender shall imprint on the first page of the Note heretofore delivered to it pursuant to the Supplemental Indenture the following legend:

"THE TERMS OF THIS NOTE HAVE BEEN MODIFIED BY AN AMENDMENT AGREEMENT NUMBER ONE, DATED AS OF DECEMBER 20, 1978, A COPY OF WHICH IS ATTACHED HERETO."

Interim Lender will attach this Amendment to the Note.

5. Effective Date

- 5.1 This Amendment is effected upon execution hereof.

6. Remainder of Agreements

6.1 Except as amended hereby, the Lease, Supplemental Indenture, Trust Indenture, Trust Agreement and Participation Agreement shall remain unaltered and in full force and effect in all other respects.

7. Counterparts

7.1 This amendment may be executed or consented to in counterparts and it shall not be necessary for each party to execute the same counterpart so long as each party shall execute one counterpart which shall be delivered to the other parties hereto.

THIS AMENDMENT AGREEMENT NUMBER ONE is executed on the dates indicated below.

PENNZOIL COMPANY,
as Lessee

_____, 19__

By _____

FIRST SECURITY BANK OF UTAH, N.A.,
not in its individual capacity, but
solely as Owner Trustee under a
Master Trust Agreement dated as of
October 1, 1976 between the Owner
Trustee and Itel Capital Services
Corporation,
as Lessor

_____, 19__

By _____
(Authorized Officer)

The undersigned hereby consents to the foregoing amendment, and
by execution below authorizes and directs the Owner Trustee to execute the
same.

REPUBLIC NATIONAL LEASING CORPORATION
as Beneficiary

_____, 19__

By _____
(Authorized Officer)

UNITED STATES TRUST COMPANY OF
NEW YORK, as Trustee under a Trust
Indenture dated as of October 1,
1976 between the Owner Trustee and
the Trustee,

_____, 19__

By _____
(Vice President)

The undersigned hereby consent the foregoing amendment, and by
execution below authorize and direct the Trustee to execute the same.

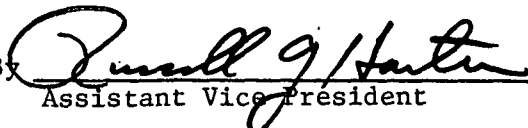
LEASE INVESTMENTS TRUST,
as Interim Lender

_____, 19__

By _____

STATE MUTUAL LIFE ASSURANCE
COMPANY OF AMERICA,
as Long-Term Lender

January 16, 1979

By  *RFH, Jr.*
Assistant Vice President

AMERICAN UNITED LIFE
INSURANCE COMPANY,
as Long-Term Lender

_____, 19__

By _____

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On the ____ day of _____, 19__, before me personally came MALCOLM J. HOOD, to me known, who being by me duly sworn, says that he is a Vice President of UNITED STATES TRUST COMPANY OF NEW YORK, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that one of the seals affixed to the foregoing instrument is the seal of said corporation; that it was so affixed by authority of the By-Laws of said corporation, and that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARY SEAL]

STATE OF UTAH)
 : ss.:
COUNTY OF SALT LAKE)

On the ____ day of _____, 19__, personally appeared before me WILLIAM C. MCGREGOR, who being by me duly sworn, did say, that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, N.A., that one of the seals affixed to the foregoing instrument is the seal of said national banking association, that said instrument was signed and sealed in behalf of said national banking association by authority of its by-laws and by resolution of its board of directors, and said WILLIAM C. MCGREGOR acknowledged to me that the execution of the foregoing instrument was the free act and deed of said national banking association.

Notary Public

[NOTARY SEAL]

STATE OF TEXAS)
 : ss.:
COUNTY OF HARRIS)

On the ____ day of _____, 19__, personally appeared before me _____, to me personally known, who, being by me duly sworn, says that He is _____ of PENNZOIL COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged to me that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARY SEAL]

ANNEX I

EXHIBIT D
Group 1 Equipment

The Casualty Value, if any, of each Item of Leased Equipment shall be the percentage of Lessor's Cost of such Item set forth opposite the applicable rent payment:

<u>Interim Rent Date and Rent Payment Number</u>	<u>Casualty Value (a)</u>
1979	
0	109.0403
1	109.0633
1980	
2	108.8556
3	108.4613
1981	
4	107.8660
5	107.1050
1982	
6	106.1577
7	105.0518
1983	
8	103.7663
9	102.3321
1984	
10	100.7280
11	98.9775
1985	
12	97.0694
13	95.0222
1986	
14	92.8283
15	90.5034
1987	
16	88.0435
17	85.4614
1988	
18	82.7572
19	79.9403
1989	
20	77.0152
21	73.9879
1990	
22	70.8672
23	67.6560
1991	
24	64.3676
25	60.9994
1992	
26	57.5681
27	54.0628

ANNEX I

<u>Rent Payment Number</u>	<u>Casualty Value (a)</u>
1993	
28	50.5007
29	46.8657
1994	
30	43.1751
31	41.2324
1995	
32	39.2571
33	37.2161
1996	
34	35.1162
35	32.9416
1997	
36	30.7042
37	28.3860
1998	
38	26.0047
39	23.5345
1999	
40	20.0000

and thereafter

(a) In the event the Basic Lease Rate Factor is increased, pursuant to the tax indemnification provisions set forth in Section 15 of the Lease, Casualty Values and Termination Values, if any, shall be adjusted accordingly.

AMENDMENT AGREEMENT NUMBER ONE

TO

PENNZOIL COMPANY

(1978) EQUIPMENT TRUST NO. 1

(Documents dated as of
March 21, 1978)

THIS AMENDMENT AGREEMENT NUMBER ONE is entered into as of December 20, 1978, by and among the undersigned.

R E C I T A L S

A. The parties hereto have entered into an equipment lease financing transaction as more particularly set forth herein, and in connection therewith have executed various instruments and agreements; and

B. The parties hereto now desire to change certain aspects of said transaction.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and agreements set forth herein, the parties hereto hereby agree as follows:

1. Definitions

1.1 Parties

- (a) Owner Trustee: First Security Bank of Utah, N.A., not in its individual capacity, but solely as trustee under a Master Trust Agreement dated as of October 1, 1976.

- (b) Lessee: Pennzoil Company
- (c) Beneficiary: Republic National Leasing Corporation
- (d) Interim Lender: Lease Investments Trust
- (e) Long-Term Lenders: State Mutual Life Assurance Company of America
American United Life Insurance Company
- (f) Trustee: United States Trust Company of New York
- (g) Agent or Trustor: Intel Corporation, Equipment Finance Division, as successor in interest to Intel Capital Services Corporation

1.2 Agreements

- (a) Participation Agreement: Participation Agreement dated as of March 21, 1978 by and among the Owner Trustee as Lessor, Trustee, Beneficiary, Interim Lender, Long-Term Lenders and Lessee.
- (b) Trust Agreement: Trust Agreement dated as of October 1, 1976 by and among the Owner Trustee and Agent.
- (c) Trust Indenture: Trust Indenture dated as of October 1, 1976 by and between the Owner Trustee and the Trustee.
- (d) Supplemental Indenture: Supplemental Indenture dated as of March 21, 1978 by and between the Owner Trustee and the Trustee.
- (e) Lease: Equipment Lease dated as of March 21, 1978 by and between the Owner Trustee, as Lessor, and Lessee.

2. Amendments to the Participation Agreement

The Participation Agreement is hereby amended as follows:

- 2.1 The caption "Cut-Off Date" in Exhibit B to the Participation Agreement, page 1, is hereby amended to read as follows:

Cut-Off Date: March 14, 1979

- 2.2 The caption "Take-Out Date" in Exhibit B to the Participation Agreement, page 3, is hereby amended to read as follows:

Take - Out Date: March 15, 1979

3. Amendments to the Lease

The Lease is hereby amended as follows:

- 3.1 The caption "Basic Rent Dates" in Exhibit C to the Equipment Lease, page 1, is hereby amended to read as follows:

Basic Rent Dates: The fifteenth day of March and September in each year

- 3.2 The caption "Final Delivery Date" in Exhibit C to the Equipment Lease, page 1, is hereby amended to read as follows:

Final Delivery Date: March 14, 1979

- 3.3 The caption "Interim Rent Date" in Exhibit C to Equipment Lease, page 1, is hereby amended to read as follows:

Interim Rent Date: March 15, 1979

- 3.4 The caption "First Basic Rent Date" in Exhibit C to the Equipment Lease, page 1, is hereby amended to read as follows:

First Basic Rent Date: September 15, 1979

- 3.5 The caption "Last Basic Rent Date" in Exhibit C to the Equipment Lease, page 1, is hereby amended to read as follows:

Last Basic Rent Date: March 15, 1999

- 3.6 The caption "Termination Date" in Exhibit C to the Equipment Lease, page 2, is hereby amended to read as follows:

Termination Date: March 15, 1994

- 3.7 The caption "Basic Lease Rate Factor" in Exhibit C to the Equipment Lease, page 2, is hereby amended to read as follows:

Basic Lease	Basic Rent Payment	
<u>Rate Factor:</u>	Nos. 1-30	5.1370%
	Nos. 31-40	3.3000%

- 3.8 Exhibit D to the Equipment Lease is deleted in its entirety and replaced with Annex 1, pages 1 and 2, attached hereto.

4. Amendments to the Supplemental Indenture

The Supplemental Indenture is hereby amended as follows:

- 4.1 The caption "Interest Payment Dates" in Exhibit A to the Supplemental Indenture, page 2, is hereby amended to read as follows:

Interest Payment	March 15 and September 15 of
<u>Dates:</u>	each year

- 4.2 The caption "Principal Payment Dates" in Exhibit A to the Supplemental Indenture, page 2, is hereby amended to read as follows:

Principal Payment	March 15 and September 15 of
<u>Dates:</u>	each year

- 4.3 The caption "Long-Term Debt Rate Commencement Date" in Exhibit A to the Supplemental Indenture, page 2, is hereby amended to read as follows:

Long-Term Debt Rate	
<u>Commencement Date:</u>	March 15, 1979

- 4.4 The caption "First Interest Payment Date" in Exhibit A to the Supplemental Indenture, page 2, is hereby amended to read as follows:

First Interest	
<u>Payment Date:</u>	March 15, 1979

- 4.5 The caption "First Principal Payment Date" in Exhibit A to the Supplemental Indenture, page 2, is hereby amended to read as follows:

First Principal	
<u>Payment Date:</u>	September 15, 1979

- 4.6 The caption "Last Principal Payment Date" in Exhibit A to the Supplemental Indenture, page 2, is hereby amended to read as follows:

Last Principal
Payment Date: March 15, 1994

- 4.7 The caption "Modifications of Provisions of Indenture" in Exhibit A to the Supplemental Indenture, page 2, is hereby amended by adding the following:

(P) For purposes of each Supplement, notwithstanding the provisions of Section 2.01 of the Supplemental Indenture, payments on Notes of these Series shall not be level consecutive payments of principal and interest, but rather, for each \$1,000,000 of principal amount of such Notes, payments of principal and interest shall be as follows:

	<u>Series 1</u>
Payment Nos. 1-29:	\$62,297.50
Payment No. 30	\$62,294.70

- 4.8 Upon execution and delivery of this Amendment, the Interim Lender shall imprint on the first page of the Note heretofore delivered to it pursuant to the Supplemental Indenture the following legend:

"THE TERMS OF THIS NOTE HAVE BEEN MODIFIED BY AN AMENDMENT AGREEMENT NUMBER ONE, DATED AS OF DECEMBER 20, 1978, A COPY OF WHICH IS ATTACHED HERETO."

Interim Lender will attach this Amendment to the Note.

5. Effective Date

- 5.1 This Amendment is effected upon execution hereof.

6. Remainder of Agreements

- 6.1 Except as amended hereby, the Lease, Supplemental Indenture, Trust Indenture, Trust Agreement and Participation Agreement shall remain unaltered and in full force and effect in all other respects.

7. Counterparts

- 7.1 This amendment may be executed or consented to in counterparts and it shall not be necessary for each party to execute the same counterpart so long as each party shall execute one counterpart which shall be delivered to the other parties hereto.

THIS AMENDMENT AGREEMENT NUMBER ONE is executed on the dates indicated below.

PENNZOIL COMPANY,
as Lessee

_____, 19__

By _____

FIRST SECURITY BANK OF UTAH, N.A.,
not in its individual capacity, but
solely as Owner Trustee under a
Master Trust Agreement dated as of
October 1, 1976 between the Owner
Trustee and Itel Capital Services
Corporation,
as Lessor

_____, 19__

By _____
(Authorized Officer)

The undersigned hereby consents to the foregoing amendment, and
by execution below authorizes and directs the Owner Trustee to execute the
same.

REPUBLIC NATIONAL LEASING CORPORATION
as Beneficiary

_____, 19__

By _____
(Authorized Officer)

UNITED STATES TRUST COMPANY OF
NEW YORK, as Trustee under a Trust
Indenture dated as of October 1,
1976 between the Owner Trustee and
the Trustee,

_____, 19__

By _____
(Vice President)

The undersigned hereby consent the foregoing amendment, and by
execution below authorize and direct the Trustee to execute the same.

LEASE INVESTMENTS TRUST,
as Interim Lender

_____, 19__

By _____

STATE MUTUAL LIFE ASSURANCE
COMPANY OF AMERICA,
as Long-Term Lender

_____, 19__

By _____

AMERICAN UNITED LIFE
INSURANCE COMPANY,
as Long-Term Lender

_____, 19__

By _____

L.D. SCHUTT
SENIOR VICE PRESIDENT,
INVESTMENTS

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On the ____ day of _____, 19__, before me personally came MALCOLM J. HOOD, to me known, who being by me duly sworn, says that he is a Vice President of UNITED STATES TRUST COMPANY OF NEW YORK, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that one of the seals affixed to the foregoing instrument is the seal of said corporation; that it was so affixed by authority of the By-Laws of said corporation, and that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARY SEAL]

STATE OF UTAH)
 : ss.:
COUNTY OF SALT LAKE)

On the ____ day of _____, 19__, personally appeared before me WILLIAM C. MCGREGOR, who being by me duly sworn, did say, that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, N.A., that one of the seals affixed to the foregoing instrument is the seal of said national banking association, that said instrument was signed and sealed in behalf of said national banking association by authority of its by-laws and by resolution of its board of directors, and said WILLIAM C. MCGREGOR acknowledged to me that the execution of the foregoing instrument was the free act and deed of said national banking association.

Notary Public

[NOTARY SEAL]

STATE OF TEXAS)
 : ss.:
COUNTY OF HARRIS)

On the ____ day of _____, 19__, personally appeared before me _____, to me personally known, who, being by me duly sworn, says that he is _____ of PENNZOIL COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that, said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged to me that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARY SEAL]

ANNEX I

EXHIBIT D
Group 1 Equipment

The Casualty Value, if any, of each Item of Leased Equipment shall be the percentage of Lessor's Cost of such Item set forth opposite the applicable rent payment:

Interim Rent Date
and
Rent Payment Number Casualty Value (a)

1979	
0	109.0403
1	109.0633
1980	
2	108.8556
3	108.4613
1981	
4	107.8660
5	107.1050
1982	
6	106.1577
7	105.0518
1983	
8	103.7663
9	102.3321
1984	
10	100.7280
11	98.9775
1985	
12	97.0694
13	95.0222
1986	
14	92.8283
15	90.5034
1987	
16	88.0435
17	85.4614
1988	
18	82.7572
19	79.9403
1989	
20	77.0152
21	73.9879
1990	
22	70.8672
23	67.6560
1991	
24	64.3676
25	60.9994
1992	
26	57.5681
27	54.0628

ANNEX I

<u>Rent Payment Number</u>	<u>Casualty Value (a)</u>
1993	
28	50.5007
29	46.8657
1994	
30	43.1751
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32	39.2571
33	37.2161
1996	
34	35.1162
35	32.9416
1997	
36	30.7042
37	28.3860
1998	
38	26.0047
39	23.5385
1999	
40	20.0000

and thereafter

(a) In the event the Basic Lease Rate Factor is increased, pursuant to the tax indemnification provisions set forth in Section 15 of the Lease, Casualty Values and Termination Values, if any, shall be adjusted accordingly.